

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and  
year first above written.

ATTEST:

CIRCUIT CITY STORES, INC.,  
a Virginia corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

COMPANY NAME

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Note: Attach appropriate notary blocks for the State.

EXHIBIT "G"

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(Ground Lease)

THIS AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, between  
\_\_\_\_\_, a \_\_\_\_\_ ("Ground Lessor"), and  
CIRCUIT CITY STORES, INC., a Virginia corporation ("Tenant").

W I T N E S S E T H :

(a) Tenant has entered into a certain lease (the "Lease") dated \_\_\_\_\_,  
with \_\_\_\_\_  
("Landlord"), covering premises located within that certain property known as  
\_\_\_\_\_ Shopping Center, located in the City of \_\_\_\_\_,  
\_\_\_\_\_ County, \_\_\_\_\_, and more particularly described in Schedule A hereto;  
and

(b) Ground Lessor has entered into a Lease with Landlord as evidenced and recorded  
\_\_\_\_\_, 199\_\_\_\_ in the land records of \_\_\_\_\_ County,  
\_\_\_\_\_, in Book \_\_\_\_\_ at page \_\_\_\_\_ (the "Ground Lease"), covering the property  
described in Schedule A; and the parties hereto desire to set forth their agreement with regard  
to the priority of the Ground Lease and the effect thereof on Tenant and its leasehold interest  
in the aforesaid premises, as set forth below.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar  
(\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged,  
the parties hereby agree as follows:

1. The Lease is a sublease and shall be subordinate to the Ground Lease insofar as it affects the real property of which the premises form a part thereof.
2. Tenant agrees that it will attorn to Ground Lessor and any successor to the Ground Lessor by deed or otherwise as its Landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease, in the event of a termination of the Ground Lease.
3. In the event that it should become necessary to terminate the Ground Lease, Ground Lessor thereunder will not terminate the Lease nor join Tenant in summary proceedings so long as Tenant is not in default under any of the material terms, covenants, or conditions of the Lease, beyond any applicable cure period provided in the Lease.
4. Ground Lessor consents to the application of casualty and condemnation proceeds in accordance with paragraphs 15 and 16 of the Lease between Landlord and Tenant, whether or not the Ground Lease has been terminated.
5. In the event that Ground Lessor shall succeed to the interest of Landlord under the Lease, Ground Lessor shall not be:
  - (a) liable for any act or omission of any prior lessor (including Landlord); or
  - (b) liable for the return of any security deposits unless delivered to Ground Lessor; or
  - (c) bound by any rent or other periodic payments which Tenant might have paid for more than the current month to any prior lessor (including Landlord); or
  - (d) bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed.

6. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that in the event that Landlord defaults in the payment of the Tenant Improvement Allowance, as defined in the Lease, and Ground Lessor terminates the Lease, Ground Lessor shall become liable for payment of the Tenant Improvement Allowance to Tenant, and Tenant shall otherwise be entitled to effect a Transfer all in accordance with the terms of the Lease.
7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

ATTEST:

CIRCUIT CITY STORES, INC.,  
a Virginia corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

COMPANY NAME

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Note: Attach appropriate notary blocks for the State.

**EXHIBIT "H"**

**MEMORANDUM OF LEASE**

This Memorandum of Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, between \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "Landlord"), and CIRCUIT CITY STORES, INC., a Virginia corporation (hereinafter referred to as "Tenant").

**W I T N E S S E T H:**

Landlord and Tenant have entered into a Lease (the "Lease") dated \_\_\_\_\_, 199\_\_\_\_, whereby Landlord has leased to Tenant a portion of the real property (the "Property"), \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_, the legal description of which Property is set forth on Exhibit "A-1" attached hereto. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

- I. Term. The term of the Lease is for a period of \_\_\_\_\_ (\_\_\_\_) years, commencing on the Commencement Date (as established in the Lease based upon the substantial completion of the improvements upon the Property). Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for five (5) successive periods of five (5) years each.
- II. Exclusive Use Rights. The Lease provides that Tenant shall enjoy the sole and exclusive privilege in the Shopping Center located on the Property to sell or rent consumer, office and automotive electronics products (which include, but shall not be limited to, televisions, stereos, speakers and video recorders and players), computer hardware and software, entertainment software and entertainment media (which include, but shall not be limited to, records, game cartridges, video tapes, cassettes and compact discs), cellular telephones, household appliances (which include, but shall not be limited to, refrigerators, freezers, stoves, microwave ovens, vacuum cleaners and dishwashers) and related goods, and the sale and installation of motor vehicle audio, stereo and telephone systems.
- III. Successors. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.
- IV. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.

V. Conflicts with Lease. This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto as of the day and year first above written.

Attest:

a \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

CIRCUIT CITY STORES, INC.,  
a Virginia corporation

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Note: Attach appropriate notary blocks for the State.

EXHIBIT "J"

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 199\_\_,  
between \_\_\_\_\_, a \_\_\_\_\_  
(hereinafter referred to as "Landlord") and CIRCUIT CITY STORES, INC., a Virginia  
corporation (hereinafter referred to as "Tenant").

WITNESSETH

Landlord and Tenant have entered into a Lease (the "Lease") dated \_\_\_\_\_  
whereby Landlord has leased to Tenant a portion of the real property located in  
\_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_ (the "Shopping  
Center") and Tenant has constructed on such real property a store premises (the "Premises").

NOW, THEREFORE, in consideration of the payment of the Tenant Improvement  
Allowance as defined in the Lease and other good and valuable consideration, the receipt of  
which is hereby acknowledged, the parties hereto agree as follows:

1. The Tenant hereby indemnifies and agrees to hold the Landlord harmless from  
any loss, payment, claim or expense as the result of mechanics and materialmen filing liens or  
otherwise making claims against Landlord's interest in the Premises and the Shopping Center.  
In the event that any mechanic, materialman or other claimant makes claim against the Premises  
or Shopping Center based upon materials or services provided under contract with the Tenant,  
the Tenant shall hold harmless and protect the Landlord from any loss, payment, claim or  
expense related thereto.

2. The Tenant reserves the right to contest in good faith the amount of any claim or  
lien assessed against the Premises or the Shopping Center by any of such claimants; provided,  
however, should the holder or holders of such claim or lien attempt to enforce their lien by  
foreclosure by any other means, the Tenant shall bond around, pay or remove such lien by any  
manner reasonably necessary to protect Landlord's interest in the Premises and the Shopping  
Center. This indemnity and hold harmless shall not apply to any liens or claims caused by the  
Landlord or Landlord's agents.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

LANDLORD

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT

CIRCUIT CITY STORES, INC.,  
a Virginia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT "I"**

**COMMENCEMENT DATE AGREEMENT**

THIS AGREEMENT, made as of this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, between \_\_\_\_\_ (herein called "Landlord"), and CIRCUIT CITY STORES, INC. (herein called "Tenant").

**WITNESSETH:**

WHEREAS, Landlord is the owner of certain premises situated in \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_ (herein called the "Premises"); and

WHEREAS, by that certain lease dated \_\_\_\_\_, 19\_\_ (herein called the "Lease"), Landlord leased the Premises to Tenant; and

WHEREAS, a memorandum or short form lease in respect of the Lease was recorded in the office of the Clerk of \_\_\_\_\_ County, \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_; and

WHEREAS, Tenant is in possession of the Premises and the term of the Lease has commenced; and

WHEREAS, under Paragraph 25 of the Lease, Landlord and Tenant agreed to enter into an agreement setting forth certain information in respect of the Premises and the Lease;

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The term of the Lease commenced on, and the Commencement Date (as such term is defined in the Lease) was, \_\_\_\_\_, 19\_\_. The term of the Lease shall expire on January 31, \_\_\_\_ unless Tenant exercises any option to extend the term of the Lease or unless the Lease terminates earlier as provided in the Lease.

2. The date of commencement of the first "Option Period" (as such term is defined in the Lease) shall be February 1, \_\_\_\_ if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, \_\_\_\_ unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

3. The date of commencement of the second Option Period shall be February 1, \_\_\_\_ if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, \_\_\_\_ unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

4. The date of commencement of the third Option Period shall be February 1, \_\_\_\_ if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, \_\_\_\_ unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

5. The date of commencement of the fourth Option Period shall be February 1, \_\_\_\_ if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, \_\_\_\_ unless Tenant exercises any option to further extend the term of the Lease or the Lease terminates earlier as provided in the Lease.

6. The date of commencement of the fifth Option Period shall be February 1, \_\_\_\_ if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the term of the Lease shall expire on January 31, \_\_\_\_ unless the Lease terminates earlier as provided in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Attest or Witness:

\_\_\_\_\_

By \_\_\_\_\_

Attest:

CIRCUIT CITY STORES, INC.

\_\_\_\_\_  
Assistant Secretary

By \_\_\_\_\_  
Vice President